



INVITATION OF TENDERS  
FOR  
INTERNET LEASED LINE  
AT  
SOUTH ASIAN UNIVERSITY  
(MaidanGarhi, New Delhi 110 068)

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Tender No. ICT/RFP/1604201902

THROUGH GOVERNMENT E-MARKETPLACE (GEM)

**Buyer ATC Document**

**South Asian University**  
(a University established by SAARC nations)

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## TENDER NOTICE

Tender No. ICT/RFP/1604201902

Date: 10 March 2022

The South Asian University (SAU) is an International University sponsored by the eight Member States of the South Asian Association for Regional Cooperation (SAARC) viz. Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka.

The SAU invites sealed tenders in of Two Bid Format, i.e., Technical Bid & Price Bid, from reputed Indian Firms/Agencies/Govt. Licensed firms for Internet Connectivity Leased Line (OFC) (1:1) uncompressed & unshared with last mile on fiber:

<b>Description</b>	<b>EMD (in INR)</b>	<b>Last Date &amp; Time for submission of tenders</b>	<b>Date &amp; Time for opening of Technical Bids</b>	<b>Validity of offer</b>
One 100 / 200 Mbps Internet Connectivity Leased Line (OFC) (1:1 Uncompressed and unshared) at South Asian University, Maidangarhi, New Delhi 110068	Submit bid securing declaration as per format in Annexure	31 March 2022 Up to 3.00PM	31 March 2022 at 3.30PM	60 days from bid submission deadline

## 1 Introduction

SAU has a plan to install 100 / 200 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) to be installed at South Asian University (SAU) campus located in Maidangarhi, New Delhi 110 068 on rental basis.

## 2 Scope of Work & Engagement Period

To provide 100 / 200 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1) at SAU on rental basis. This includes installation, commissioning, testing & upkeep of the complete link for **two years** and can be extended by **three more years** on same terms and conditions. The engagement period may be extended one year at a time, on the basis of need and satisfactory performance, up to a maximum of **five years** in total. Initial engagement will be for two years only. The connectivity will be through dedicated Internet service. The hardware and software required for the establishment of fully functional leased line will be provided by the bidder on rental basis. The minimum guaranteed bandwidth to be taken from the successful Bidder is 100 Mbps. The total subscribed bandwidth will initially have to be split and delivered to three different locations inside the SAU campus, until the establishment of the proposed campuswide fiber network. The bandwidth would be managed as per requirement of SAU (such as splitting of bandwidth in required proportion) and necessary arrangement for this would be done by bidder without any additional cost. To understand the proposed deployment, bidder may visit the campus, by prior appointment.

## 3 Pre Qualification Criteria

**MANDATORY – *Tenderers not meeting these criteria will not be considered***

***Attach all required Annexures as given in Clause 13 herein***

- 3.1 The bidder should have a valid Category “A” ISP license from Govt. of India (Attach a copy of license).
- 3.2 The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 3.3 Net Worth of the bidder should be positive as per the last audited financial statement.
- 3.4 The bidders should have Direct / toll free number to register complaints round the clock (24x7), Maintenance support service (24 hours and 7 days a week) (Attach Certificate)
- 3.5 The bidder must provide documentary evidence of experience in provisioning of similar services during the last three years (to be counted from the last date of submission of bids). During this period, the bidder should have provisioned or be running similar services (100Mbps or higher ILL) for at least five clients (provide information as per Annexure).

## 4 Specific Conditions

- 4.1 In case of any conflict between pre-defined / GeM inserted clauses and SAU specified terms & conditions as mentioned in the buyer ATC (this document), the latter shall prevail.
- 4.2 A list of existing local enterprise customers of Internet Bandwidth (100 Mbps or more) should be provided along with feedback.
- 4.3 The bidder would ensure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC charges, etc.
- 4.4 Liasioning (if required) with other firm/agency for obtaining point to point connectivity between ISP node and SAU shall be the responsibility of quoting firm.
- 4.5 SAU reserves the right to carry out client service feedback and/or capability assessment of the bidder and the decision of SAU shall be final in this regard. **A negative assessment may lead to discarding of bids from consideration in this tender.**
- 4.6 The initial engagement shall be for a period of one year and subject to renewal on satisfactory service. The service shall be automatically deemed to be discontinued after the initial engagement period of one year unless explicitly extended by the University through official communication. This does not preclude prior termination of service in case of recurring service disruptions which the chosen ISP is unable to address within the agreed SLA.

## 5 Bid Submission

Bids must be submitted online via GeM portal.

## 6 Earnest Money Deposit (EMD)

There is no bid security or EMD but bidder has to give Bid Security Declaration as per format specified in the Annexure.

## 7 Price Schedule

Price bids shall consist of (upload price breakup as per format in the Annexure):

### **(A) Band Width charges / or Annual Port Charges**

100 / 200 Mbps of Internet Bandwidth (OFC) (1:1 uncompressed and unshared) from SAU to International Internet gateway of ISP.

### **(B) Local Loop charges**

- a) One time installation & Configuration charges
- b) Annual rentals (Recurring charges)
- c) Any other charges (To be specified)

**(C) Hardware/Software charges** SAU will not purchase any hardware /software and firm will have to provide all the required hardware/software on rent to make the leased line fully functional as per specification.

**SAU will not be responsible for any kind of damage of hardware / software mentioned above. All these items shall be in complete maintenance warranty of the successful bidder/ISP.**

## 8 Schedule of Payment

Bandwidth charges are payable post quarterly after raising the bill by the successful ISP. For this ISP will raise the bills at-least fifteen days in advance before the end of the each quarter.

**ISP will be responsible for making payments related to WPC and other clearance charges, if any. SAU will not pay any amount to WPC or any other agency directly for any purpose related to commissioning or rental of leased line.**

## 9 Responsibilities of ISP

The ISP would be responsible for the following:

- (a) To provide 100 / 200 Mbps Internet connectivity (Leased Line) at SAU, Maidangarhi, New Delhi on yearly rental basis.
- (b) Internet Router Port at ISP Gateway for required Bandwidth and required number of Public IP addresses.
- (c) Implementation of BGP with SAUs AS number and IRINN addresses.
- (d) Supply, installation, commissioning, configuring & maintenance of the link and all associated hardware/software (Mux, Modems and Router etc.) needed to make the line fully functional.
- (e) Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- (f) ISP or authorised person from ISP will be required to sign Service Level Agreement.
- (g) Either party may terminate the contract after giving three month notice.
- (h) ***In case of the above parameters going out of specifications, SAU will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, SAU reserves the right to terminate the services with one month notice.***

## 10 Installation & Commissioning

10.1 The successful bidder should take all care to complete the awarded work within six weeks from the date of issuance of purchase order.

### 10.2 Delivery Period, Installation & Acceptance of Link

The delivery period of the said tasks/services should be adhered to as will be mentioned in the Award of Contract.

**The services shall be deemed to commence on the actual date of link activation for internet traffic. Acceptance of link shall be communicated upon monitoring for at least five days post link activation. To facilitate acceptance, the complete data must be provided as per Clause 11 of the tender.**

10.3 **Sub-contracting or sub-letting:** The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.

- 10.4 **Warranty:** The Bidder will be responsible for the comprehensive maintenance for the entire period during which services are provisioned at SAU. Warranty period will start after the acceptance of installation & testing of complete connectivity. Bidder will rectify or arrange temporary replacement of faulty hardware as and when needed – within 24 hours of being reported.

## 11 Service Level Agreement

- a) 100 / 200 Mbps Internet bandwidth at all the time.
- b) Packet Losses: Less than 1% (Average over 1000 ping) at any given point of time to any part of globe.
- c) Latency: Less than 280 ms from SAU to ISP's tier 1 peering point.
- d) Network Availability: More than 99.5 % per quarter. Penalty for not meeting the SLA uptime shall not be applicable in certain unavoidable circumstances and shall be decided on a case by case basis.
- e) Reports for performance, monitoring /usage to be submitted by the ISP on weekly or monthly basis or as per requirement of SAU.
- f) The bidder will provide the facilities to measure the above parameters at the SAU campus in Maidangarhi, New Delhi. The facility of measurement / monitoring of above parameters or graphical display will be provided by the bidder.

***In case of the above parameters going out of specifications, SAU will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, SAU reserves the right to cancel the contract.***

## 12 Other Terms & Conditions

### (A) Payment Schedule

The payment will be made on post quarterly basis. No advance payment shall ordinarily be made. If *any* advance payment is desired, the successful bidder shall cover it with a Bank Guarantee of like amount valid for up to 60 days beyond the date of expiry of the service engagement obligations of the successful bidder. This is in addition to any prescribed performance security or EMD.

One time charges will be paid fully along with the first quarterly recurring payment.

### (B) Performance Security

After the award of work, the supplier shall be required to submit the performance security in the form of DD/Banker's cheque/bank guarantee issued by any Nationalized Bank/or Fixed Deposit Receipt, for an amount equal to 3% of order value, should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

### (C) Delay in the Bidder's performance

If the supplier fails to deliver any or all of the goods or complete the installation within the period specified in the purchase order, SAU shall without prejudice to its other remedies, deduct as liquidated damage 0.5% of the price of the delayed goods/services for every week or part thereof subject to a maximum of 10% of the order value. The amount towards Liquidated Damage would be recovered while making the initial payment itself.

Undue delay by the Bidder in the performance of its contract obligations shall also render the Bidder liable to any or all of the following sanctions:

- i) Forfeiture of its security deposit.
- ii) Termination of the Contract for default.

**(D) Penalty Clause**

In case of non-supply of goods after the acceptance of purchase order, Earnest Money Deposit and Performance Bank Guarantee will be forfeited of the defaulting bidder and the supply order shall be placed with the next bidder who has quoted the next lowest rates at the risk and cost of the defaulting bidder and difference, if any, between the total cost of the materials shall be chargeable to the defaulting bidder. In case the defaulting bidder fails to pay the differential cost, legal action shall be taken against the defaulting bidder.

**(E) Resolution of Disputes**

The matter regarding any dispute shall be referred for arbitration to any Officer appointed by the President SAU, whose decision shall be binding and final.

**(F) Taxes**

The South Asian University is an International Organization declared by the Central Government in pursuance of Section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947) and is therefore entitled to claim refund of Goods and Services Tax (GST) paid on the procurement of Goods and/ or Services. Therefore, any invoice raised should be in conformity with the various provisions of respective GST Acts and mention UIN no: 0717UNO00175UNQ in all invoices raised on SAU. The selected bidder shall file GST returns in a timely manner so that the GST reimbursement claims of SAU are not dishonoured. If this happens, the amount will be deducted from the dues of the selected service provider.

**(G) SAU reserves the right:**

To verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.



## 13 Annexures

### 13.1 Technical specifications index

Sr. no	Technical Specification for Internet Leased Line Connection	Page No of Proof Document
1.	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 100 / 200 Mbps symmetric bandwidth without any compression factor through Optical Fiber cable.	
2.	The bidder should furnish a detailed network/ schematics diagram of total solution proposed showing connectivity from ISPs gateway Terminal Point to required location at SAU, Maidangarhi, New Delhi.	
3.	The connectivity from the POPs of service providers to SAU, Maidangarhi, New Delhi, premises shall be through Optical Fiber Media.	
4.	All the equipments supplied by the bidder should be capable of handing higher bandwidth in case upgradation is required later.	
5.	Any Software and Hardware required for establishing/monitoring the purchased bandwidth will be provided by bidder to make leased line fully functional.	
6.	Service provider has to provide facility at SAU, to monitor the SLA (Service level Agreement) parameters (as per Clause 11) and log the Trouble tickets on line. SAU should also be able to obtain standard reports on the ILL links' Bandwidth Utilization (in Mbps, in frames/sec), Errors (frames/sec), Discards (frames/sec), Bandwidth availability, Packet loss (in %), Latency of links, etc. through any network monitoring tool / web browser provided by service provider.	

## 13.2 Company Profile

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Bidder company details (use the following format):

<b>S.No.</b>	<b>Item</b>	<b>Details</b>	<b>Page No. of the Proof Document</b>
1.	Name, Designation and Contact Details of the Person Authorized to Make Commitments to the University		
2.	Company Registration No. (Copy of the Registration Certificate to be attached)		
3.	PAN No. (Copy of the Certificate to be attached)		
4.	GST No. (Copy of the Certificate to be attached)		

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

Signature (Name and Designation)

Official Stamp

**Date:**

## 13.3 Experience

S. No.	Customer* (Name, Address, Contact person, Tel No. and/or Mobile No.)	Calendar Month & Year of Work Order (MMM, YYYY)	Value of Order (INR)	Page No. of the Proof Document

\*Limit references to the period of last three years (to be counted from the last date of submission of bids). The bidder is required to provide details of 100 Mbps (or more) Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) provisioned or running for at least five clients in the above format with necessary supporting documents.

Signature (Name and Designation)

Official Stamp

**Date:**

## 13.4 Turnover, Net Worth and Net Profit Certificate

(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANT ON THEIR LETTER HEAD)

To

The Registrar, South Asian University, New Delhi

Dear Sir,

**Subject** Turnover, Net Worth and Net Profit Certificate for participation in tender no. ICT/RFP/1604201902 issued by the South Asian University

This is to certify that M/s \_\_\_\_\_ (Name & Address of Bidder) are in the business of \_\_\_\_\_ for \_\_\_\_\_ completed years (considered upto 31<sup>st</sup> March of the last Financial Year). Their turnover, net worth and net profit in each Financial Year during the preceding 03 (three ) years are as given below :

Financial Year	Total Turnover (in INR)	Net Profit (in INR)	Net Worth (in INR)
2020 – 21			
2019 – 20			
2018 – 19			
Three Year Average			

It is further certified that:

(a) the above Turnover is in line with the Turnover declared by the Bidder in their Income Tax Returns filed under PAN No: \_\_\_\_\_ which are verified by us; and

(b) the computation of net profit & net worth is based on my/our scrutiny of the books of accounts, records and documents, is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

Place :

Date :

M No.:

Name:

Signature:

SEAL

## 13.5 Price Bid

**TENDER FOR 100 / 200 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) for SAU at Maidangarhi, New Delhi.**

SI No	No. of links / Speed	Unit Rate per year (INR) – Excluding taxes
1.	<b>Recurring Charges</b> (a) * <b>Bandwidth Charges</b> for One no. 200 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) at SAU to ISP gateway (b) * <b>Bandwidth Charges</b> for One no. 100 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) at SAU to ISP gateway (c) Hardware/Software rental (d) .....	
2.	<b>One time installation &amp; Configuration charges</b> (a) ..... (b) ..... (c) .....	
3.	<b>Any other charges (To be specified) (if any)</b> (a) .... (b) .... (c) ....	
4.	Over All Total in Words & Figures (1+2+3)	
<p><b>*Only one of 200 or 100 MBPS bandwidth charges will be used for evaluation and procurement</b></p> <p>Note:</p> <p>i. Order shall be placed on the party who quotes Over All lowest rate.</p> <p>ii. The University may, at its discretion, place an order for multiples of 100 / 200 Mbps bandwidth.</p> <p>iii. In case of confusion in words and figures in bid, price quoted in words will prevail.</p>		

Tax Description	Tax percentage (%)	S.Nos. Above to which the tax is applicable	Amount (INR)

**Prices are FOR South Asian University, Maidangarhi, New Delhi - 110068**

### DECLARATION

- This is certified that the rates quoted above are not more than the rates charged from any other University/Institution/Department/Organization, etc.
- We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.
- No other charges would be payable by the University.

## 13.6 Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid No.: *[insert identification number of Bid]*

To: *[insert complete name of Contracting Authority]*

We, the undersigned, declare that:

We understand that, according to your bid inviting conditions, proposals must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the South Asian University for a period of time of **3 years** starting on the last date of submission of this bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn/modified/amended, impaired or derogated from the tender, our Bid during the period of bid validity as specified in the abovementioned Bid;
- (b) having been notified of the acceptance of our proposal by SAU during the period of applicable bid validity mentioned in the aforementioned Bid, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the specified Performance Security upon completion of the RFP process consequent upon being shortlisted by an EOI process

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid- Securing Declaration Form]*

Name: *[insert complete name of person signing the Bid-Securing Declaration Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year *[insert date of signing]*